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# Request for Proposals

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Playground Design,  
Equipment &  
Installation for East  
North Gulfport Park

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City of Gulfport  
Date: 07-25-2014

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**Procurement Office  
1410 24<sup>th</sup> Avenue  
Gulfport, MS 39501**

**July 25, 2014**

**Request for Proposals  
Playground Design, Equipment and Installation  
For East North Gulfport Park**

**I. Statement of Work**

The City of Gulfport is soliciting proposals from qualified and professional playground contractors to provide all necessary design services, labor, materials, supplies, equipment and incidentals necessary to construct the following:

- Design, supply and install miscellaneous playground equipment and fall zones for specified play area size of 50 X 50 with a budget cap of \$125,000.00.

All work in accordance with this proposal shall be in complete compliance with the City of Gulfport, Mississippi, Standard Design and Construction Specifications.

Vendors shall develop and provide a unique and creative equipment layout plan for the project area utilizing the scale of 1"=10'. Complete three-dimensional drawings or photos of equipment and a top view drawing showing the equipment layout within the provided use zone are required. All design plans/drawings shall be in color using child friendly, creative colors. Play area design should be concentrated as much as possible for ground maintenance purpose.

This project is funded fully or partially through the City of Gulfport's Community Development Block Grant Program from funds provided through the Department of Housing and Urban Development, and the successful bidder must comply with all federal, state and local requirements contained in the Contract Documents, including but not limited to Davis-Bacon Federal Wage Regulations, Section 3, E-Verify, etc., as identified in the bid proposal packet as "HUD Contract Provisions."

Davis-Bacon Federal Wage Regulations and Rates: This project is covered under the Davis-Bacon Wage Rates for the installation of the playground equipment. A copy of these regulations and the minimum rates required are included in the bid proposal packet as "Federal Construction Contract Provisions".

Section 3: Section 3 Housing and Urban Development Act of 1968 requires the City and contractors participating in CDBG project give opportunities for job training and employment to lower income residents of the Section 3 area that is described as the City of Gulfport, Harrison County, Six Coastal Counties, State of Mississippi. Section 3 also requires that "to the maximum extent feasible" contracts for work in connection with Section 3 covered projects be awarded to business concerns that are located in or owned in substantial part by persons residing in the Section 3 area. All contracts in excess of \$100,000 must include a Section 3 Plan. Section 3 Plan and required documents are included in the bid proposal packet as "Federal Construction Contracts."

## II. Scope of Services

All proposals must be made on the basis of and either meet or exceed the requirements contained herein. The design, construction and installation of the playground components shall be based on and meet or exceed following:

Note: Only steel post units will be accepted for playground units

1. All structural components, tubing, decks, ladders, etc. shall be constructed of galvanized steel or aluminum and finished with polyester dry powder coating, plastisol vinyl coating, or zinc plating.
  - All bolts, nuts, screws, washers, and other hardware used for assembly of equipment must be corrosion resistant stainless steel.
  - Post size for play sets 2-5 years may be 3 1/2" OD, post size for 5-12 years may be 4" OD or greater.
  - All play equipment shall have a maximum fall height not greater than eight (8) feet.
2. All slides, roofs, and other plastic components shall be rotationally molded of a linear low density, UV and color stabilized polyethylene.
3. Playground fall zone material to be rubberized fall zone material and shall comply with all safety standards for compression.
4. Contractors shall meet manufacturer's specifications and industry standards for installation.
5. Systems shall meet current ADA accessibility requirements.
6. City will mark exact location for installation of equipment. It shall be the contractor's responsibility to locate underground obstructions.
7. Systems shall meet National Playground standards as referenced in the American Society for Testing and Materials (ASTM) document F1487-95; *Standard Consumer Safety Performance Specification for Playground Equipment for Public Safety*. Evidence of compliance shall be submitted and stamped on equipment as required
8. Systems shall meet National playground standards as referenced in the U.S. Consumer Product Safety Commission's publication No. 325; *Handbook for Public Playground Safety*. Evidence of compliance shall be submitted and stamped on equipment as required
9. Contractor shall provide design plans for each area. All design plans/drawings shall be in color using the child friendly, creative color schemes.
10. Contractor shall provide approved site plans.
11. Contractor shall provide age appropriate signage for each area.
12. Initial inspection of equipment shall be made within the week of installation.
13. Installation of concrete "Wheelchair/ADA Accessible Ramp, installation shall be in accordance with COF Standard Design and Construction Specifications.
14. Replacement Parts Books and Installation Instructions shall be supplied for all proposed playground components.

### **III. Proposed Format**

#### **A. Technical Proposal**

The firms submitting proposals shall include with that proposal statements on the following:

- A. Variety, color scheme, creativity and type of playground equipment.
- B. Experience of vendor and/or sub-contractor (if used).
- C. Experience and knowledge in the design of similar playground structures.
- D. Warranty offered.
- E. Design build abstract of Playground and Equipment to be supplied within allocated budget requirement.

Proposals will be reviewed by the Selection Committee, using the following selection criteria. Each member of the committee will assign points to each criteria based on the content of the proposal. Negotiations will be conducted initially with the firm receiving the highest number of votes, as rated by the Selection Committee. If a mutually satisfactory contract cannot be negotiated with the firm, the firm will be requested to submit a best and final offer, in writing, and if a contract cannot be reached after the best and final offer, negotiation with that firm will be terminated. Negotiations then will be initiated with the subsequently listed firm in the order of rating, and this procedure will be continued until a mutually satisfactory contract has been negotiated. In addition to reaching a fair and reasonable price for required work, the objective of negotiations will be to reach an agreement on the provisions of the proposed contract including scope and extent of work and other essential requirements.

**COST PROPOSAL**

**THIS PAGE MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE**

**A. Cost Proposal**

The cost proposal **must be** submitted in a separate, sealed envelope with the responder's name and the title of the RFP clearly identified on the outside of the envelope.

**Place:** Office of Procurement, 1410 24<sup>th</sup> Avenue, Gulfport, Mississippi, 39501

**Date:** \_\_\_\_\_

**Proposal of:** RFP for Playground Design, Equipment & Installation Services  
(\_\_\_\_\_), organized and existing under the laws of the  
Company/Firm name

State of \_\_\_\_\_, doing business as \_\_\_\_\_.

**To: City of Gulfport**  
**1410 24<sup>th</sup> Avenue**  
**Gulfport, MS 39501**

Gentlemen, in compliance with your invitation for proposals for:

RFP for Playground Design, Equipment & Installation Services

**FOR THE CITY OF GULFPORT, MISSISSIPPI**

Having examined the proposal documents, and scope of work, we do hereby propose to provide professional services and meet and satisfy all requirements and duties in accordance with the contract documents and at the price stated below. This price is to cover all expenses incurred in adequately and properly performing the work and services required under the contract documents, of which this proposal is a part.

\$\_\_\_\_\_ Total Cost

**Acknowledgement of Addenda**

Addenda may be issued in response to changes in the Request for Proposals. Addenda must be acknowledged by signing and returning the addenda form. Acknowledgements must be received no later than the proposal due date. If acknowledgments are returned with the proposal, they must be submitted with the technical proposal only. Failure to properly acknowledge any addendum may result in a declaration of non-responsiveness by the Governing Authority.

Proposer acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

#### **IV. CRITERIA FOR SELECTION**

The following selection criteria are examples of areas that will be used as the basis for the evaluation of proposal. The criteria are listed in order of importance.

1. Overall play value of the proposed playground layout with emphasis on the variety and type of playground components; how well the playground specifications and standards were met or exceeded.
2. Overall aesthetic value of the playground layout.
3. Durability and quality of equipment including the reputation and experience of the company manufacturing the equipment. Experience of vendor and/or sub-contractor (if used) in the construction of similar playground areas.
4. Warranty offered.

#### **V. CONTRACT ADMINISTRATION**

##### **A. Project Manager**

The City of Gulfport will designate a Project Manager to coordinate this project. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Manager.

##### **B. Expenses of Preparing Responses to this RFP**

The City of Gulfport accepts no responsibility for any expenses incurred by the responders to this RFP in the preparation of their responses. Such expenses are borne exclusively by the responders.

##### **C. Submittal Instructions**

One (1) original, three (3) copies shall be submitted to the Procurement Office, 1410 24<sup>th</sup> Avenue, Gulfport, MS 39501, no later than 5:00 pm local time on August 25, 2014, after which time they will be delivered to the Selection Committee. Any proposal submitted after the date and time as noted will be returned unopened.

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City.

All proposals submitted under this RFP shall become the property of the City of Gulfport and will not be returned

##### **D. Proposal Duration**

Proposals submitted in response to this RFP must be valid for a period of ninety (90) days from proposal submission deadline, and must be so marked.

## **E. Award of Contract**

A selection committee will review and rate all proposals and may determine an interview list of the firms whose proposal is highest rated based on qualifications and information provided.

Interview listed firms will be scheduled for oral presentation to the selection committee, not to exceed one hour's duration, responding to questions from the selection committee relevant to the firm's proposal.

The selection committee may then rescore all interview-listed firms based on the information submitted and oral interview, and will compile a new list ranking those firms. After all rating is completed, the committee will open cost proposals of only the final short listed firms and will include the cost proposal information along with its recommendation to the Administration and City Council, who will make the final decision as to award of Contract.

## **Authorizations**

Proposals are to be signed by those officials and agents duly authorized on behalf of their respective institutions to sign proposals and contracts.

## **Cancellation**

The City may terminate this contract at any time without cause, in whole or in part, upon giving the contractor a thirty (30) day written notice. Upon such cancellation, the contractor shall immediately cease services at the conclusion of the thirty (30) day notice period. The City shall be liable and responsible to the contractor only to the extent of work already performed. Should services be unsatisfactory or untimely, the City shall have the right to cancel the services immediately pursuant to a written notice that identifies the failure to the contractor. Cancellation shall not release the OFFEROR from legal remedies available to the City.

The Contractor may not cancel the award during the initial contract term, but may, upon sixty (60) days written notice to the City, cancel the contract during subsequent terms.

## **Disqualification of Proposer**

Although not intended to be an inclusive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a proposer and the rejection of his proposal:

1. Evidence of collusion among proposers.
2. Lack of competency as revealed by either financial statements and/or experience as submitted or other factors.
3. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
4. Default or termination on a previous contract for failure to perform or otherwise.

## Questions

Questions regarding this RFP should be directed to the Procurement Office by email: [cdebenport@gulfport-ms.gov](mailto:cdebenport@gulfport-ms.gov) or facsimile (228) 868-5705, *not less than seven (7) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

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## Direct Contact

**Direct contact with any City employee, including the Governing Authority, on the subject of this proposal, is strictly forbidden. Violation of this paragraph will result in disqualification of your proposal.**

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## Trade Secrets/Proprietary Information

Trade Secrets or Proprietary information submitted by an, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Mississippi Freedom of Information Act; however, the, offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not "proprietary" or "confidential".* They are considered public information.

Please mark one:

☐ **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

☐ **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information. If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled "PROPRIETARY INFORMATION" in red ink at the top and bottom center of each page.

## Do Not Mark the Whole Proposal Proprietary

The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.



### Anti-Bribery Affidavit

I HEREBY CERTIFY that:

(1) I am the \_\_\_\_\_ and duly authorized representative of the firm of  
(Title)

\_\_\_\_\_ whose address is \_\_\_\_\_

\_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in Paragraph (3) below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, partners, employees, or agents directly involved in obtaining contracts with the City of any county, bi-county agency, or subdivision of the state have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977 which constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government.

Except as described in Paragraph (4) below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, partners, employees, or agents has made payment to or provided loans, services, gifts, food or entertainment to any City official or employee with the intent to influence that person in the performance of his official duties. I further acknowledge and understand that it is unlawful to make payment or to provide loans, services, gifts, food or entertainment to any City official or employee with the intent to influence that person in the performance of his official duties and that violation of this provision is a misdemeanor punishable by a fine of not more than four hundred dollars (\$400.00), or imprisonment for not more than ninety (90) days, or both.

State "none" or, as appropriate, list any conviction, plea, or admission described in Paragraphs (2) and (3) above, with the date, court, official, or administrative body; and the sentence or disposition (if any):

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I acknowledge that this affidavit is to be furnished to the requesting agency.

I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 160 of Article 78A of the Annotated Code of Gulfport, which provides that certain persons who have been convicted of, or have admitted to, bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the state or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PLAN**

Procedure used to require contractors to identify DBE's, all bids shall include a Disadvantaged Business Enterprise Regulation Bid Solicitation Form which is attached hereto.

### **DISADVANTAGED BUSINESS ENTERPRISE REGULATION**

#### **BID SOLICITATION**

The bidder shall make good faith efforts to subcontract a portion of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (i.e. DBEs). In the event that the bidder for this solicitation qualifies as a DBE, this effort shall be deemed to have been met. Individuals who are unquestionably presumed to be socially and economically disadvantaged include Women, African-Americans, Hispanics, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

It is a requirement of this proposal to submit information concerning the DBE's who will participate in this contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract.

If the bidder fails to provide DBE participation in the contract, documentation will be required from the bidder demonstrating that good faith efforts were attempted by the bidder. A bid that fails to meet these requirements will be considered nonresponsive.

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**Signature**

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**Date**

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**Printed or Typed Name**

## DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

The City of Gulfport has adopted a Disadvantaged Business Enterprise (DBE) Plan in recognition of the importance and responsibility of awarding contracts to those businesses socially and/or economically disadvantaged. The DBE Plan requires the bidder to make good faith efforts to subcontract a portion of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (i.e., DBEs). A copy of the City of Gulfport Disadvantaged Business Enterprise (DBE) Plan is available at the offices of the Administrative Assistant to the Mayor, 2309 15<sup>th</sup> Street, Gulfport, MS 3950.

In accordance with the requirements of the DBE Plan, please provide the following requested information. Completion of this form is required for your participation and consideration in the contract award process.

Project Bidding On	
Date	
Name of Bidder	
Is Bidder a City Certified DBE	
Name & Address of each DBE that is participating:	
1.	
2.	
3.	
Describe the work to be performed by the DBE:	
Dollar amount of your bid	
Dollar amount of each DBE's contract	
If a DBE is not participating in the contract, please state the "good faith" efforts taken in order to include DBE firms.	
This information shall include a list of the businesses/firms/suppliers that were contacted to participate in your submittal for the contract. Please list the name of company, contact person and phone number. Additional documentation may be attached to this form showing that the bidder had made good faith efforts to include DBE participation.	

## AFFIDAVIT

The undersigned swears that the foregoing statements are true and correct. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of Mississippi

County of Harrison

On this the \_\_\_\_ day of \_\_\_\_\_, 2014, before me appeared \_\_\_\_\_, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by \_\_\_\_\_ to execute the  
(Name of firm)

affidavit and did so as his or her free act and deed.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

### Minimum Insurance Requirements

Professional Liability:	\$1,000,000	Each Person
	\$3,000,000	Total Aggregate
Workers Compensation:	\$500,000	Each Accident
	\$500,000	Each Employee Disease
	\$500,000	Policy Limit Disease

### **RESPONSE SHEET**

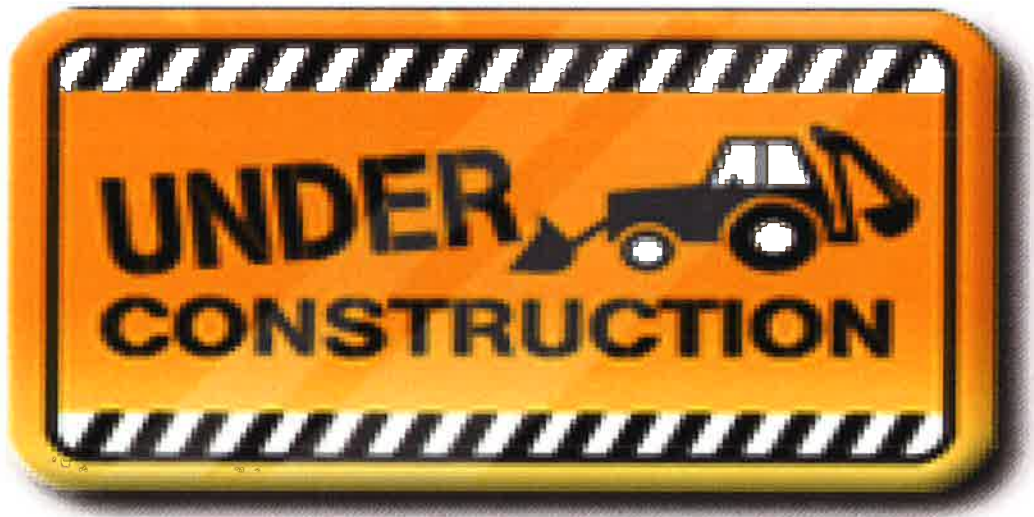
Please indicate if your proposal is in compliance, by placing a checkmark in the yes or no column as applicable. If there is an exception to the specification please provide an explanation as an attachment to this page. Failure to answer all questions, fill in all blanks and/or complete the package in its' entirety may cause the proposal to be deemed "non-responsive".

	YES	NO
Play Structures to meet all CPSC and ASTM F1487-95 guidelines		
All pieces of equipment must comply with the accessibility guidelines under the American with Disabilities Act, including guidelines found in the July Final Report of the Regulatory Committee on Accessibility Guidelines for Play facilities.		
Equipment layout with top-view drawing (1"=10' scale) showing equipment with established use zone.		
Complete three-dimensional drawings or photos of equipment.		
All support posts to be in compliance with specifications and galvanized steel tubing.		
All play equipment shall have a maximum fall height on greater than eight (8) feet.		
All bolts, nuts, screws, washers, and other hardware used for assembly of equipment must be corrosion resistant 18-8 stainless steel.		
If special tools are required for repair of play equipment, three (3) sets of tools must be provided.		
Complete installation instructions and maintenance kits shall be provided for all play equipment.		
Warranty information including dollar amount of product liability.		
Estimated Date for Project Completion or number of days to complete project		

Company/Firm Name	
Authorized Representative (print)	
Authorized Representative (signature)	
Address	
Phone Number	
Facsimile Number	
Email	
Website (if available)	

# ***City of Gulfport***

## **FEDERAL CONSTRUCTION CONTRACT PROVISIONS**



**"BUILDING IN GULFPORT WITH CDBG"**

## INFORMATION FOR BIDDERS

### PLEASE READ CAREFULLY



To be considered a responsive bidder your bid submission must contain the following signed and completed certifications:

**For All Contracts Over \$2,000.00 – Davis Bacon Federal Wage Rates and Compliance Apply (pages 35-39)**

**For Contracts between \$10,000.00 and \$100,000.00**

1. Certification of contractor regarding segregated facilities *(please sign)*
2. Certification of bidder regarding equal employment opportunity *(please sign)*
3. Certification of contractor regarding e-verify *(please sign)*
4. Certification of contractor regarding debarment, suspension, ineligibility *(please sign)*

**For Contracts exceeding \$100,000.00**

1. Certifications (1 - 4) as stated above *(please sign)*
2. Section 3 affirmative action plan and certification *(please sign)*

**Additional certifications by subcontractors prior to the start of work date**

1. For all subcontracts exceeding \$100,000.00
  - Section 3 Affirmative Action Plan  
Prime Contractors must submit a Section 3 Utilization Report to the CDBG grantee or their designee prior to final payment of CDBG funds for the project. This Report must include all Section 3 Employees of both the Contractor and all Subcontractors according to the terms of the Section 3 Affirmative Action Plan.
2. For all subcontracts exceeding \$10,000.00;
  - Certification of Subcontractor Regarding Segregated Facilities
  - Certification of Subcontractor Regarding Equal Employment Opportunity
3. For all subcontracts exceeding \$3,000.00;
  - Certification of Subcontractor Regarding E-Verify

- For all subcontracts, Certification of Subcontractor Regarding Debarment, Suspension, Ineligibility

Submission of Section 3 Utilization Report for Contracts Exceeding \$100,000

# **CERTIFICATIONS FOR PRIME BIDDER**

**Must be submitted with Bid**







## **City of Gulfport**

OFFICE OF COMMUNITY DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

### **CERTIFICATION OF CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

(For Prime Contracts Exceeding \$10,000)

#### **INSTRUCTIONS**

This Certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

#### **CERTIFICATION BY BIDDER**

**Name and address of bidder**

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1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.  
☐ Yes ☐ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
☐ Yes ☐ No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
☐ Yes ☐ No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
☐ Yes ☐ No

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**Name and Title of Authorized Representative (print or type)**

Signature of Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_



## ***City of Gulfport***

**OFFICE OF COMMUNITY DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

### **CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES**

**(For Prime Contracts Exceeding \$10,000)**

**Name of Prime Contractor:** \_\_\_\_\_

**Project Name and Number:** \_\_\_\_\_

**The undersigned hereby certifies that:**

**(a) No segregated facilities will be maintained as required by  
Title VI of the Civil Rights Act of 1964.**

### **CONTRACTOR CERTIFICATION**

\_\_\_\_\_  
**Name and title of Authorized Representative (print or type)**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**



## ***City of Gulfport***

### **OFFICE OF COMMUNITY DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

## **SECTION 3 AFFIRMATIVE ACTION PLAN**

**(Prime Contractor)**

**[For Prime Contracts that exceed \$100,000]**

\_\_\_\_ Contractor, agrees to implement the following specific affirmative action steps directed at increasing the utilization of Section 3 Residents' and Section 3 Business Concerns within the City of Gulfport.

- A. To ascertain from the locality's CDBG Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the City the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Community Facilities, Mississippi Regional Housing Authority VII Developments, U. S. Employment Services, WIN Job Center and providing preference for these opportunities in the following order:
  - (i) Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
  - (ii) Participants in Youth-build Programs, and
  - (iii) Other Section 3 Residents.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- D. To insert this Section 3 Affirmative Action Plan in all bid documents for contracts over \$100,000, and to require all bidders on subcontracts over \$100,000 to submit a Section 3 Affirmative Action Plan, including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts over \$100,000 which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To notify Section 3 residents and Section 3 business concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference.

- a. Section 3 Business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.
  - b. Applicants selected to carry out HUD Youth-build projects;
  - c. Other Section 3 business concerns.
- H. To notify potential contractors about Section 3 requirements of this part, and incorporating the Section 3 clause in all solicitations and contracts.
- I. To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns.
- J. To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
- K. To submit reports to City and HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
- L. To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
- M. To document utilization of Section 3 Employees on the covered project by having new employees, (including those of all subcontractors) from the Section 3 area, complete the Section 3 Income Worksheet as provided by the City.
- N. To complete a Section 3 Utilization Report and submit said report to City, HUD, or their designee prior to final payment for the covered project. This report will list all Section 3 Employees documented on the Section 3 Income Worksheets and be in the format provided by the Office of Community Development.
- O. To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

#### CONTRACTOR CERTIFICATION

As officers and representative of: \_\_\_\_\_  
(Name of Contractor)

On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Name and Title of the Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

# SECTION 3 UTILIZATION REPORT

**Must be submitted by Prime Contractor  
Prior to receiving final payment of CDBG funds**



## SECTION 3 PROJECT WORK FORCE UTILIZATION REPORT

City of Gulfport, Office of Community Development

Project Name:				Project Number:		Wage Decision Number:		
Company Name: Address: City & State: Zip:						Date Completed:		
Person Completing This Form:			Telephone Number:		FAX Number:		Email Address:	
Check (✓) Quarterly (This) Report Period								
Jan. – March	<input type="checkbox"/>	April – June	<input type="checkbox"/>	July – Sept.	<input type="checkbox"/>	Oct. – Dec.	<input type="checkbox"/>	
(A) <b>LIST ALL NEW HIRES (THIS REPORT PERIOD) NAME &amp; ADDRESS</b> (Attach a Section 3 Income Certification Form for each Sec. 3 Resident Hired)				(B) <b>DATE HIRED</b>	(C) <b>CHECK (✓) IF SECTION 3 RESIDENT</b>	(D) <b>JOB TITLE/TRADE</b>		
Name: Address: City/Zip:					<input type="checkbox"/>	Title: or Trade:		
Name: Address: City/Zip:					<input type="checkbox"/>	Title: or Trade:		
Name: Address: City/Zip:					<input type="checkbox"/>	Title: or Trade:		
Name: Address: City/Zip:					<input type="checkbox"/>	Title: or Trade:		
Name: Address: City/Zip:					<input type="checkbox"/>	Title: or Trade:		
Name: Address: City/Zip:					<input type="checkbox"/>	Title: or Trade:		
<b>OPTIONAL: Enter problem(s) found, action taken to resolve concern(s), positive experiences/suggestions. Use back of page if needed.</b>								
<b>For Departmental Use:</b>	Total New Hires:		Total Section 3 Hires:		Percent of Section 3 Hires:	%		

On behalf of the Company, I hereby certify that the above information is true and accurate and is reported fully as required by the Section 3 Affirmative Action Plan as part of the contract for this CDBG assisted construction project. It is further understood that final payment from the City of Gulfport CDBG Program for this project cannot be made until this Report is submitted to the CDBG Grantee or authorized designee.

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**FINAL PAYMENT OF CDBG FUNDS WILL NOT BE MADE UNTIL SECTION 3 UTILIZATION REPORT IS SUBMITTED TO CDBG GRANTEE OR DESIGNEE**

# **CERTIFICATION OF CONTRACTOR REGARDING EXECUTIVE ORDER 12989**

## **E-VERIFY**





## **City of Gulfport**

### **OFFICE OF COMMUNITY DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

## **CERTIFICATION OF CONTRACTOR REGARDING EXECUTIVE ORDER 12989 E-VERIFY**

**EXECUTIVE ORDER 12989 and EXECUTIVE ORDER 13465**, amending Executive Order 12989, as amended. Federal contractors and subcontractors are required to use E-Verify as of September 8, 2009. Executive Order 12989 mandates the electronic verification of all employees working on any federal contract. The amended Executive Order reinforces the policy that the federal government supports a legal workforce.

#### **E-Verify to verify employment eligibility**

In accordance with 48 CFR Part 22.18, Contractor shall enroll as a Federal Contractor in the E-Verify program within 30 calendar days of the award of this Contract. Within 90 calendar days of the enrollment in the E-Verify program, Contractor shall begin to use E-Verify to verify the employment eligibility of all new hires of the Contractor who are working in the United States, whether assigned to this Contract or not, within 3 business days after the date of hire; and for each employee assigned to this Contract, Contractor shall initiate verification within 90 calendar days after date of enrollment in the E-Verify program or within 30 calendar days of the employee's assignment to work under this Contract, whichever date is later. The Contractor shall include the requirements of this clause in each subcontract that:

- (1) Is for –
  - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (commercially available off the shelf item) (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
  - (ii) Construction
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

Contractor may find more information on Contractor's requirement to use E-Verify at [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).

### **CONTRACTOR CERTIFICATION**

On behalf of the Company, I have read and fully agree to comply with Executive Order 12989 (E-Verify), and become a party to the full implementation of this requirement.

\_\_\_\_\_  
Name and Title of the Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



# **CERTIFICATION FOR CONTRACTORS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**





## **City of Gulfport**

### **OFFICE OF COMMUNITY DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION Lower Tier Covered Transactions\***

(Note: **Lower Tier** refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds).

*Title 24 Code of Federal Regulations Part 24 requires that the City not enter into contract with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. As a condition of receiving funding under the Community Development Block Grant, HOME, Emergency Shelter, and Housing Opportunities for Persons with AIDS (HOPWA) programs, you are required to sign the certification below which specifies that neither you nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in programs funded by a Federal agency. It also certifies that you will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 24 CFR Part 24.*

*If you need to determine whether your agency/firm has been debarred or suspended, or if a subcontractor you plan to hire is suspended or debarred, please refer to the following sources:*

- *List of Parties Excluded from Federal Procurement and Non-procurement Programs, issued by the U. S. General Services Administration, Office of Acquisition Policy. Contact the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402. Telephone number is 202-512-1800.*
- *Internet access is also available at: <http://epls.arnet.gov>*

**Please note:** Completion of this Certification is a requirement for funding under this grant. If it is not signed and included in your proposal/bid or contract for funding, the City will not consider that proposal for funding nor execute the contract.

# **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**for**

## **City of Gulfport**

**Community Development Block Grant (CDBG) Program, HOME Program**

**Contractor:** \_\_\_\_\_

**Contract:** \_\_\_\_\_

**Contract Year:** \_\_\_\_\_

1. The Contractor certifies to the best of its knowledge and belief, that:
  - a. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
  - b. The Contractor and its principals have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and;
  - d. The Contractor and its principals have not, within a three-year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the City determines that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this Contract for cause or default.
3. The Contractor shall provide immediate written notice to the City if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
5. The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.

6. The Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the County, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Contractor may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each Contractor may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Contractor is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.

#### **CONTRACTOR CERTIFICATION**

Signed: \_\_\_\_\_

(Authorized Recipient Name/Title)

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Organization: \_\_\_\_\_

# **CERTIFICATIONS FOR SUB-CONTRACTORS**

**Must be submitted by Prime Contractor  
For each applicable Subcontractor prior to start of work**





## City of Gulfport

### OFFICE OF COMMUNITY DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

#### **CERTIFICATION OF SUB-CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY** (For Subcontracts Exceeding \$10,000)

#### **INSTRUCTIONS**

This Certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

#### **CERTIFICATION BY BIDDER**

Name and address of bidder

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5. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.  
☐ Yes ☐ No
6. Compliance reports were required to be filed in connection with such contract or subcontract.  
☐ Yes ☐ No
7. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
☐ Yes ☐ No
8. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
☐ Yes ☐ No

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



## ***City of Gulfport***

**OFFICE OF COMMUNITY DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

### **CERTIFICATION OF SUB-CONTRACTOR REGARDING SEGREGATED FACILITIES**

**(For Prime Contracts Exceeding \$10,000)**

**Name of Prime Contractor:** \_\_\_\_\_

**Project Name and Number:** \_\_\_\_\_

**The undersigned hereby certifies that:**

**(a) No segregated facilities will be maintained as required by  
Title VI of the Civil Rights Act of 1964.**

\_\_\_\_\_  
**Name and title of Authorized Representative (print or type)**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**



## ***City of Gulfport***

### **OFFICE OF COMMUNITY DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

## **SECTION 3 AFFIRMATIVE ACTION PLAN**

**(Prime Contractor)**

**[For Prime Contracts that exceed \$100,000]**

\_\_\_\_ Contractor, agrees to implement the following specific affirmative action steps directed at increasing the utilization of Section 3 Residents' and Section 3 Business Concerns within the City of Gulfport.

- P. To ascertain from the locality's CDBG Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- Q. To attempt to recruit from within the City the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Community Facilities, Mississippi Regional Housing Authority VII Developments, U. S. Employment Services, WIN Job Center and providing preference for these opportunities in the following order:
  - (iv) Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
  - (v) Participants in Youth-build Programs, and
  - (vi) Other Section 3 Residents.
- R. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- S. To insert this Section 3 Affirmative Action Plan in all bid documents for contracts over \$100,000, and to require all bidders on subcontracts over \$100,000 to submit a Section 3 Affirmative Action Plan, including utilization goals and the specific steps planned to accomplish these goals.
- T. To insure that subcontracts over \$100,000 which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- U. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- V. To notify Section 3 residents and Section 3 business concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference.



- a. Section 3 Business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located.
  - b. Applicants selected to carry out HUD Youth-build projects;
  - c. Other Section 3 business concerns.
- W. To notify potential contractors about Section 3 requirements of this part, and incorporating the Section 3 clause in all solicitations and contracts.
- X. To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns.
- Y. To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
- Z. To submit reports to City and HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
- AA. To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
- BB. To document utilization of Section 3 Employees on the covered project by having new employees, (including those of all subcontractors) from the Section 3 area, complete the Section 3 Income Worksheet as provided by the City.
- CC. To complete a Section 3 Utilization Report and submit said report to City, HUD, or their designee prior to final payment for the covered project. This report will list all Section 3 Employees documented on the Section 3 Income Worksheets and be in the format provided by the Office of Community Development.
- DD. To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

#### CONTRACTOR CERTIFICATION

As officers and representative of: \_\_\_\_\_  
(Name of Contractor)

On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Name and Title of the Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

# **CERTIFICATION OF CONTRACTOR REGARDING EXECUTIVE ORDER 12989**

## **E-VERIFY**





## City of Gulfport

### OFFICE OF COMMUNITY DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

## CERTIFICATION OF SUBCONTRACTOR REGARDING EXECUTIVE ORDER 12989 (E-VERIFY)

**EXECUTIVE ORDER 12989 and EXECUTIVE ORDER 13465**, amending Executive Order 12989, as amended. Federal contractors and subcontractors are required to use E-Verify as of September 8, 2009. Executive Order 12989 mandates the electronic verification of all employees working on any federal contract. The amended Executive Order reinforces the policy that the federal government supports a legal workforce.

#### **E-Verify to verify employment eligibility**

In accordance with 48 CFR Part 22.18, Contractor shall enroll as a Federal Contractor in the E-Verify program within 30 calendar days of the award of this Contract. Within 90 calendar days of the enrollment in the E-Verify program, Contractor shall begin to use E-Verify to verify the employment eligibility of all new hires of the Contractor who are working in the United States, whether assigned to this Contract or not, within 3 business days after the date of hire; and for each employee assigned to this Contract, Contractor shall initiate verification within 90 calendar days after date of enrollment in the E-Verify program or within 30 calendar days of the employee's assignment to work under this Contract, whichever date is later. The Contractor shall include the requirements of this clause in each subcontract that:

- (4) Is for –
  - (iii) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (commercially available off the shelf item) (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
  - (iv) Construction
- (5) Has a value of more than \$3,000; and
- (6) Includes work performed in the United States.

Contractor may find more information on Contractor's requirement to use E-Verify at [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).

### SUBCONTRACTOR CERTIFICATION

On behalf of the Company, I have read and fully agree to comply with Executive Order 12989 (E-Verify), and become a party to the full implementation of this requirement.

\_\_\_\_\_  
Name and Title of the Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

# **CERTIFICATION FOR SUBCONTRACTORS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**





# City of Gulfport

## OFFICE OF COMMUNITY DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION Lower Tier Covered Transactions\***

(Note: **Lower Tier** refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds).

*Title 24 Code of Federal Regulations Part 24 requires that the City not enter into contract with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. As a condition of receiving funding under the Community Development Block Grant, HOME, Emergency Shelter, and Housing Opportunities for Persons with AIDS (HOPWA) programs, you are required to sign the certification below which specifies that neither you nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in programs funded by a Federal agency. It also certifies that you will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 24 CFR Part 24.*

*If you need to determine whether your agency/firm has been debarred or suspended, or if a subcontractor you plan to hire is suspended or debarred, please refer to the following sources:*

- *List of Parties Excluded From Federal Procurement and Non-procurement Programs, issued by the U. S. General Services Administration, Office of Acquisition Policy. Contact the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Telephone number is 202-512-1800.*
- *Internet access is also available at: <http://epls.arnet.gov>*

**Please note:** Completion of this Certification is a requirement for funding under this grant. If it is not signed and included in your proposal/bid or contract for funding, the City will not consider that proposal for funding nor execute the contract.

# **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**for**

## **City of Gulfport**

**Community Development Block Grant (CDBG) Program, HOME Program**

**Sub-Contractor:** \_\_\_\_\_

**Contract:** \_\_\_\_\_

**Contract Year:** \_\_\_\_\_

1. The Sub-Contractor certifies to the best of its knowledge and belief, that:
  - a. The Sub-Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
  - b. The Sub-Contractor and its principals have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. The Sub-Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and;
  - d. The Sub-Contractor and its principals have not, within a three-year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the City determines that the Sub-Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this Contract for cause or default.
3. The Sub-Contractor shall provide immediate written notice to the City if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
5. The Sub-Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.

6. The Sub-Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the County, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Sub-Contractor may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Sub-Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each Sub-Contractor may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Sub-Contractor is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.

#### **SUB-CONTRACTOR CERTIFICATION**

Signed: \_\_\_\_\_  
(Authorized Recipient Name/Title)

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Organization: \_\_\_\_\_

## **Contract Provisions For Federally-Assisted Construction/Rehab Projects**

### **INTRODUCTION**

This project is being financially supported by federal funds awarded by the U.S. Department of Housing and Urban Development under the Community Development Block Grant (CDBG) or HOME Programs. The City of Gulfport Community Development Department administers the local CDBG/HOME Programs. As a result of using federal funds on this project there are a number regulations that must be adhered to in order to receive prompt payment for work done under the program.

The information provided on the following pages outlines a number of conditions that the Contractor must abide by in order to enter into a contract for the work described in the specifications and contract drawings.

The following conditions take precedence over any conflicting conditions in the contract:

**SEC. 1. APPLICATION TO SUBCONTRACTORS.** No money under this contract shall be disbursed by the Contractor to any subcontractor or agency except pursuant to a written contract which incorporates the conditions listed below to the extent they are applicable.

**SEC. 2. DEFINITIONS.** As used in this contract:

"HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his behalf.

"City" means the Mayor and Council Members of the City of Gulfport or a person authorized to act in their behalf.

"Act" means Title I of the Housing and Community Development Act of 1974, as amended, unless otherwise specified.

### **SEC. 3. ACCESS TO RECORDS AND RECORDS RETAINAGE**

- A. **Records to be Kept.** Records shall be maintained in accordance with requirements prescribed by HUD or the City with respect to all matters covered by this contract. Except as otherwise authorized by HUD, such records shall be maintained for a period of five (5) years after receipt of the final payment under this contract.
- B. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.
- C. **Inspection of Records.** At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available to the City, HUD and/or representatives of the comptroller General for examination of all its records, with respect to all matters covered by this contract, and will permit the City, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract.

**SEC. 4. LOBBYING.** The Contractor certifies, to the best of his or her knowledge and belief, that:

- 1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement,



the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements.
4. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

**SEC. 5. DISCRIMINATION.** Contractors shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

- A. **Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended(42 U.S.C. 20000d)** and the requirements imposed by the Regulations of the Department of Commerce (15CDR Part 8) issued pursuant to that Title in accordance there whit no person in the United States shall on the grounds of race, handicap, color, sex, national origin or familial status be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under any program or activity which is paid for with federal funds. The Owner further adds that there shall be not any form of discrimination by any party in any CDBG contract on the basis of familial status, sexual orientation or sex.
- B. **Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309) and regulations at CFR 570.602** which provide that no person shall on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be denied employment in, or be subjected to discrimination under any CDBG/HOME program or activity.
- C. **Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794), executive Order 11914, Section 504,** which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, be denied employment in, or be discriminated against under any program or activity receiving federal assistance.
- D. **Age discrimination Act of 1975, as amended by Executive Order 12086, and regulations in 41 CFR 60,** which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.
- E. **Section 202 of Executive Order 11246, as amended by Executive Order 12086, and regulations in 41 CFR 60,** which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.
  1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or familial status. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay of other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post inconspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions in this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of this Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or familial status.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advertising the labor union or worker's representative of the Contractor a commitments under section 202 of Executive Order No.11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to this books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, and orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency, and may direct the subcontractor or vendor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

**F. CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 f.r. 74390 ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR.**

Prior to the award of any construction contract or subcontract exceeding \$10,000, the Contractor shall submit signed Certification of Non-segregated Facilities Forms for him/herself and all subcontractors.

**SEC. 6 SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

In connection with the planning and carrying out of any project assisted with CDBG funds, and to the greatest extent feasible, opportunities for training and employment should be given to lower-income persons residing within the unit of local government in which the project is located, and contracts for work in connection with the project should be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the same unit of local government in which the project is located. And that this contract, or any subcontracts, must adhere to and contain what is referred to as the Section 3 Clause, and which follows in its entirety:

**Section 3 Clause:**

- a. The work to be performed under this contracts is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD=assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contract agrees to send to each labor organization or representative of workers with which the contractor has collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligation under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

**SEC.7. LABOR STANDARDS.** Contractor shall comply with all relevant requirements of the following federal laws and regulations dealing with labor standards in federally assisted programs.

- A. **Davis-Bacon Act Provisions.** All contract for construction work in excess of \$2,000 awarded by grantees and sub-grantees shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276 a to a7) as supplemented by Department of Labor Regulations (29 CFR Part 5). However, these requirements apply to the rehabilitation of residential property only if such property contains eight (8) or more units. The Davis Bacon Act is not triggered then CDBG/HOME funds are used for non-construction work such as acquisition, purchase of equipment, architectural and engineering fees, other services (legal, accounting, construction management), etc.
  - 1. All workers employed by Contractors or subcontractors on construction work costing over \$2,000 and financed in whole or in part under this Contract shall be paid wages at rates not less than those prevailing on similar construction in the locality, as determined by the secretary of labor and specified in a wage determination.
  - 2. In construction projects subject to the Davis-Bacon Act, Contractors and subcontractors shall submit weekly payroll information for each worker in the form prescribed by HUD, and shall post a notice listing the minimum wage rates at the work site or sites. In addition, Contractors and subcontractors shall be required to pay wages at least once a week.
- B. **Copeland "Anti-Kick Back Act" (18 U.S.C. 876) as supplemented in Department of Labor regulations (29 CFR Part 3).** This Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- C. **Contract Work Hours and Safety Standards Act (40 U.S.C.327 et seq.):**  
Contracts awarded by grantees and sub-grantees in excess of \$2,000 which involve the employment of mechanics or laborers shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations contained in 29 CFR Parts 3, 5 and 5a.

1. Under Section 103 of the Act, the Contractor and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any work week.
2. Section 107 Of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

**SEC. 8. CLEAN WATER, CLEAN AIR, E.O. 11738 and EPA Regulations Provision Compliance with Air and Water Acts** apply to assisted construction contracts and related subcontracts exceeding \$100,000. In compliance with Section 306 of the Clean Air Act, as amended, (42 U.S.C. 1857(h)). Section 508 of the Clean Water Act, as amended, (33 U.S.C. 1368), Executive Order 11738, and the Regulations (40 CFR, part 15) of the Environmental Protection Agency with respect thereto the Contractor agrees that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. They will comply with all requirements of Section 306 of the Clean air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued thereunder.
3. They will promptly notify the City of any notification received from the EPA Office of Federal Activities, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. They will include the provisions of paragraph 1 through 4 of this subpart in every nonexempt subcontract, and take such action as the Government may direct as a means of enforcing such provisions.

**SEC. 9. LEAD BASED PAINT.** The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers, and community facilities) is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and regulations in 24 CFR 35B. To the extent that contracted work involves residential structures, the Contractor and subcontractors must follow the new regulations issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X ("ten") of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35).

1. The Contractor and subcontractors shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated.
2. At a minimum the Contractor and subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1330 and 1325.
3. All workers involved in the disturbance of lead-based paint bearing surfaces should be trained in lead safe work practices.
4. At the conclusion of residential rehabilitation, the property must pass a lead hazard clearance test by a certified technician and lab. Clearance is not required if rehabilitation did not disturb painted surfaces of a total area more than that set forth in 24 CFR 35.135(d).

**SEC.10 THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970**

(P.L. 91-646 as amended). 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1 M.R.SA 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this Act.

**SEC. 11 THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969, (P.L. 90-190); THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (80 Stat 915, 16 USC 470); AND EXECUTIVE ORDER NO. 11593 OF MAY 31, 1971.**

The Chief Executive Officer of the Grantee consents to assume the status of a responsible Federal Official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law; as specified in 24 CFR Part 58, which further the purposes of NEPA in the areas of historic preservation, noise control, floodplains, coastal zones and wetlands, air quality, water quality, wildlife, and endangered species, solid waste disposal, and environmental effects abroad.

The chief executive officer is authorized and consents on behalf of the Grantee and himself to accept the jurisdiction of the federal courts for the purpose of enforcement of his responsibilities as such an official.

**SEC. 12 THE FLOOD DISASTER PROTECTION ACT OF 1963 (P.L. 92-123, AS AMENDED).**

The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued there under which NOAA may issue.

**SEC. 13 ARCHITECTURAL BARRIERS ACT (P.L. 90-480, 42 USC 4151, AS AMENED, and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.**

**SEC. 14 MINORITY BUSINESS ENTERPRISES, Referenced in Executive Order #11625, OMB Circular A-102 Attachment O Procurement Standards. Grantees are to give priority to Minority Business enterprises in purchase of supplies, equipment, construction, and services.**

**SEC. 15 CDBG CERTIFICATION, Grantee shall provide any certification required under Section 104(b), 106(d)(5) or under any other provision of Title I of the Housing and Community Development Act of 1974 as amended through 1983, including Amendments made by the Housing and Urban Rural Recovery Act of 1983, the American Recovery and Reinvestment Act of 2009, and shall comply with the terms of such certification.**

**SEC. 16. USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS. CDBG/HOME funds shall not be used directly or indirectly to employ; award contracts to; or otherwise engage the services of, or fund any Contractor or Subrecipient during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR Part 24. (Government Debarment and Suspension Regulations).**

**SEC. 17 EXECUTIVE ORDER 12989 and EXECUTIVE ORDER 13465, amending Executive Order 12989, as amended. Federal contractors and subcontractors are required to use E-Verify as of September 8, 2009. Executive Order 12989 mandates the electronic verification of all employees working on any federal contract. The amended Executive Order reinforces the policy that the federal government supports a legal workforce.**

**E-Verify to verify employment eligibility**

In accordance with 48 CFR Part 22.18, Contractor shall enroll as a Federal Contractor in the E-Verify program within 30 calendar days of the award of this Contract. Within 90 calendar days of the enrollment in the E-Verify program, contractor shall begin to use E-Verify to verify the employment eligibility of all new hires of the Contractor who are working in the United States, whether assigned to this Contract or not, within 3 business days after the date of hire; and for each employee assigned to this Contract, Contractor shall initiate verification with 90 calendar days after date of enrollment in the E-Verify program or within 30 calendar days of the employee's assignment to work under this Contract, whichever date is later. The Contractor shall include the requirements of this clause in each subcontract that:

(7) Is for –

(v) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (commercially available off the shelf item) (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(vi) Construction

(8) Has a value of more than \$3,000; and

(9) Includes work performed in the United States.

Contractor may find more information on Contractor's requirement to use E-Verify at [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).

#### **SEC. 18. CONFLICT OF INTEREST.**

- A. **Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials.** No member, officer, or employee of the recipient, Subrecipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of his/her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. This provision shall be incorporated in all such contracts or subcontracts.
- B. **Contractor's Responsibilities.** The Contractor shall take appropriate steps to assure compliance with paragraph (A) of this section, and will incorporate the following provision into every sub-contract.

**"Interest of Sub-Contractor and Employees.** The Sub-Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Community Development Block Grant Program has any personal financial interest, direct or indirect, in this Contract. Any interest on the part of the Sub-Contractor or his employees must be disclosed to the Recipient and the City, provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of an participation by residents of the area."

#### **SEC. 19. DISPUTES, DEFAULT AND TERMINATION**

- A. **Disputes.** In the event of dispute arising under this Contract, the Contractor shall notify the City promptly in writing of their contentions and submit the claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Contractor shall proceed with such work in compliance with the instructions of the City; such compliance shall not be a waiver of the Contractor's rights to make a claim, provided they have notified the City in writing as above stipulated.
- B. **Default and Remedies.**
1. Default shall consist of any failure by the Contractor to perform under this contract or written amendments thereto of any breach of any covenant, agreement, provision or warranty provided by the Contractor as a part of this contract. Actions which constitute a default include, but are not limited to:
    - a. Failure to submit to the City reports which are required pursuant to this contract or the submission of required reports that are incorrect or incomplete.
    - b. Submission of requests for payment or reimbursement of amounts that is incorrect or incomplete.
    - c. The failure of the Contractor to accept any additional conditions which may be provided by law, by executive order, by regulation or by other policy announced by the City, the state or any federal agency.
    - d. Failure to perform any activity required by this contract.
  2. Upon occurrence of any default, the City shall advise the Contractor in writing of the action constituting the default, and specify the actions that must be taken to cure the default. The City may suspend payment under the contract. If a default is not cured within 30 days from receipt of written notice of such default by the Contractor, the City may continue the suspension or, by written notice of termination, may terminate the contract.
  3. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of any default or breach of the contract; and the City may deduct the amount of damages from any outstanding payments to the Contractor or may withhold payments until such time as the exact amount of the damages is determined

**C. Termination.**

1. If federal funding for this project is terminated and no other funding is available for continuation of this project, the City will not be obligated to continue funding for the services contained in this contract and may terminate the contract.
2. In the event of termination, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or purchased with CDBG/HOME funds by the Contractor under this contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

## **Federal Labor Standards Provisions**

### **U. S. Department of Housing and Urban Development**

#### **Applicability**

The project of Program to which the Construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1. (i) Minimum Wages. All laborers and mechanics employed or working up on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(iv); also regular contributions made or costs incurred for more than weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill excepts as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided that the employer's payroll records accurately set forth the time spent in each classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met.

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate including any bona fide fringe benefits bears a relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator or the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee to the Administrator for determination. The Administrator, an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted



contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime-contractor so much that the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the respective employees to whom they are due. The comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic record relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis-Bacon Act). daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 24 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonable anticipated in providing benefits under a plan or program describe in Section 1(b)(2)(B) or the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii) (a) The contractor shall submit weekly for each in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may

be submitted in any form desired. Optional Form WH-34 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1). Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 20 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned other than permissible deductions as set forth in 29 CFR Part 3.

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph AA.3 (ii)(b) of this section.

(d) The falsification of any of the above certification may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees, Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor. Employment and Training Administration, Bureau of Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such

an apprentice program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship Agency (here appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll as an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor. Employment and Training Administration. The ratio of the trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of the fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in an training plan approved by the employment and Training Administration shall be paid not less than the applicable wage rate on the wage

determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirement of Executive Order 11248, as amended, and 29 CFR Part 30.

5. Compliance with Copeland act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontract the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All ruling and interpretations of the Davis-Bacon and Related Act contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of its clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act of 29 CFR 4.12(a)(1) or be awarded HUD contracts or participate in HUD programs pursuant to 24CFR Part 24.

(iii) The penalty to making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transaction", provides in part: "Whoever, for the

purpose of ... influencing in any way the action of such Administration... makes, utter or publishes any statement, knowing the same to be false... shall be fined not more than \$5,00 or imprisoned not more than two years, or both."

11. Complaints, Proceeding, or Testimony by Employees. No laborer or mechanic to whom the age, salary, or other labor standards provisions of the Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation, liability for unpaid wages, liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) or this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of forty hours without payment of the overtime wages required by the clause set for in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages for liquidated damages. HUD or its designees shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold of cause to be withheld from any moneys payable on account of work performed by the contractor subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

#### C. Health and Safety

(a) No laborer or mechanic shall be required to work in surrounding or under working conditions that are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**DAVIS-BACON**  
**WAGE DETERMINATION**  
**ATTACHED**

**PROJECT :** \_\_\_\_\_

\_\_\_\_\_

**WAGE DECISION #:** \_\_\_\_\_

**WAGE DECISION #:** \_\_\_\_\_

General Decision Number: MS140063 07/18/2014 MS63

Superseded General Decision Number: MS20130063

State: Mississippi

Construction Type: Heavy  
Including Water and Sewer Line Construction

County: Harrison County in Mississippi.

HEAVY CONSTRUCTION PROJECTS: DOES NOT INCLUDE FLOOD CONTROL

Modification Number	Publication Date
0	01/03/2014
1	07/18/2014

\* ELEC0903-009 06/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 23.80	12.5%+4.40

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SUMS2008-081 07/07/2008

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 14.46	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 12.29	0.00
LABORER: Common or General.....	\$ 8.73	0.00
LABORER: Pipelayer.....	\$ 12.00	0.00
OPERATOR: Backhoe.....	\$ 13.04	0.00
OPERATOR: Bulldozer.....	\$ 12.00	0.00
OPERATOR: Drill.....	\$ 11.52	1.24
OPERATOR: Loader (Front End)....	\$ 12.27	0.00
OPERATOR: Trackhoe.....	\$ 10.00	0.00
PAINTER: Brush and Spray.....	\$ 11.88	0.00
TRUCK DRIVER, Including Dump, Lowboy, Material, and Tractor Haul.....	\$ 10.75	0.00

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.  
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Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION